

STATE OF MICHIGAN
COURT OF APPEALS

STUDIO B ARCHITECTS, INC.,

Plaintiff-Appellant,

v

METALDYNE, a/k/a SIMPSON INDUSTRIES,
INC.,

Defendant-Appellee.

UNPUBLISHED

October 12, 2004

No. 248017

Oakland Circuit Court

LC No. 2002-045313-CK

Before: Griffin, P.J., and Saad and O'Connell, JJ.

PER CURIAM.

Plaintiff appeals as of right the order granting defendant's motion for summary disposition in this arbitration dispute. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The parties entered into a contract on October 5, 1994, under which plaintiff was to perform architectural services for the construction of defendant's new headquarters building. The contract contained an arbitration provision, which included the following paragraph:

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Defendant filed a demand for arbitration, asserting that there were numerous and substantial design defects in the building. Plaintiff filed this declaratory judgment action, asserting that the agreement to arbitrate expired with the running of the statute of limitations, and seeking to enjoin arbitration proceedings. The trial court granted defendant's motion for summary disposition, finding that the issue of the claims' timeliness was a matter for the arbitrator to decide.

We review de novo a trial court's decision to grant summary disposition. *Maiden v Rozwood*, 461 Mich 109, 118; 597 NW2d 817 (1999). There is no question that an arbitration

agreement exists and that it covers the subject matter of defendant's claim. With that in mind, "arbitrators, rather than courts, should decide the application of such potential defenses to arbitration as contractual limitation periods, statutes of limitation, and the doctrine of laches." *Amtower v William C. Roney & Co (On Remand)*, 232 Mich App 226, 233; 590 NW2d 580 (1998). The trial court properly found that the timeliness of the claim must be resolved by the arbitrator.

Affirmed.

/s/ Richard Allen Griffin
/s/ Henry William Saad
/s/ Peter D. O'Connell